

In both approaches the LSP and SWBT will mutually agree on the size of the FOT(s) to be utilized. The sizing shall be based on equivalent DS1s that contain trunks and unbundled loops and shall include clauses for compensation for underutilized facilities or other criteria to avoid gross over-provisioning by either party.

Capacity Provisioning:

One of two approaches may be used to jointly provision/size the interconnection FOTs. The first approach is to size the FOT based on a two-year forecast of equivalent DS1s for trunks and unbundled loop transport requirements. Detailed trunking capacity management terms are included in Appendix ITR. Compensation for over provisioning by either party is defined in *Over Provisioning Compensation* below.

The second approach is to deploy the smallest standard available FOT (OC-3), then augment this capacity as the facility nears exhaust. The process for augmenting capacity is described in *Joint Facility Growth Planning Criteria* also below.

Avoidance of Over Provisioning:

Underutilization is a situation involving the inefficient deployment and use of the network due to forecasting the need for more capacity than actual usage requires, and results in unnecessary costs for SONET systems. To avoid over provisioning the parties will agree to one of two options - 1) Over Provisioning Compensation or 2) Joint Facility Growth Planning.

Over Provisioning Compensation

If, at the end of the negotiated period, the original forecast of a party used to justify the sizing of the SONET system (expressed on an aggregated DS1 equivalent basis) exceeds by at least xx% the combined DS1 equivalent requirements for trunking and unbundled loops actually needed by such party, and the total required DS1 equivalents for both parties did not justify the terminal size that was deployed based on their combined forecasts, such party shall compensate the other. Compensation will be based on the difference in quantity of forecasted DS1 equivalents minus the required DS1 equivalents which will include 5% administrative spare.

SIZE OF FOT INSTALLED	SIZE of FOT REQUIRED	COMPENSATION PER YEAR
OC12	OC3	\$
OC48	OC12	\$

Joint Facility Growth Planning Criteria

The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The steps that follow define the criteria and step-by-step process to satisfy additional capacity requirements beyond the initial system.

Criteria

- Investment is to be minimized.
- Facilities are to be deployed in a "just in time" fashion.

Process

- Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity.
- Both parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If the trunk group resizing lowers the fill level of the system below 90%, the growth planning process would be suspended and would not be reinitiated until a 90% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the next larger system size may be deployed. In the case of a SONET system, the OC-3 system could be upgraded to an OC-12. If the forecast does not justify a move to the next larger system, another minimal size system (such as an OC-3) could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve "just in time" deployment.
- The joint planning process/negotiations should be completed within two months of identification of 90% fill.

Virtual Collocation Interconnection

For ease of drafting, the terms of virtual collocation shall be those contained in SWBT's virtual collocation tariffs (i.e., SWBT's Tariff F.C.C. No. 73, Section _____). Additionally where physical collocation space is not available, LSP shall be permitted to purchase and place TR303 equipment in its Virtual Collocation space. SWBT shall maintain such equipment at the maintenance of service charges contained in Appendix UNC. The specific terms and conditions of such service shall be covered in a separate agreement.

Sonet-Based Interconnection

For ease of drafting, the terms of SONET-based Interconnection shall be those contained in SWBT's Sonet-based interconnection tariffs (i.e., SWBT's Tariff F.C.C. No. 73, Section _____.)

Leased Facility Interconnection

Both Parties agree that where facilities exist, either Party may lease facilities for interconnection from the other. Brooks agrees to charge SWBT \$1,000.00 nonrecurring and \$150.00 monthly for DS1 facilities and \$1,500.00 nonrecurring and \$1,500.00 monthly for DS3 facilities. SWBT agrees to provide DS1 and DS3 facilities at prices no greater than access tariff rates.

Physical Collocation Interconnection

WHEREAS, SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its premises, 47 U.S.C. 251(c)(6);

WHEREAS, the LSP wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with SWBT;

NOW THEREFORE, SWBT and the LSP agree as follows:

ARTICLE I - PREMISES

1.1 **Right to Use.** Subject to this Agreement, SWBT grants to LSP the right to use the premises described on Exhibit ____ ("Premises"), attached and incorporated herein, within real property at _____ in the City of _____, County of _____, State of _____.

1.2 **Relocation.** Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another SWBT wire center, the LSP is required to do so. In such an event,

the LSP shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Building uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the LSP requests that the Premises be moved within the Building or to another SWBT wire center, SWBT shall permit the LSP to relocate the Premises, subject to the availability of space and associated requirements. The LSP shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises and the new wire center as applicable.

In either such event, the new premises shall be deemed the "Premises" hereunder and the new wire center the "Building."

1.3 The Premises. SWBT agrees, at the LSP's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled _____ and dated _____, which documents, marked Exhibit _____, are attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the LSP has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by the LSP.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. As noted in Section ____ of the Agreement, the effectiveness of the Agreement, including this Appendix, is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the State commission for the State in which the Premises is located as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter LSP may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of the LSP, SWBT shall begin preparing the Premises for the LSP prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premises preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, the LSP shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by the LSP, the LSP shall pay those costs within thirty (30) days of notice by SWBT.

ARTICLE III - TERM

3.1 Commencement Date. These terms for physical collocation shall be month-to-month, beginning on the "Commencement Date." The "Commencement Date" shall be the first day after this Appendix becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the LSP that the Premises is ready for occupancy within ____ days after receipt of the payments due under Sections 4.4. The LSP must place operational telecommunications equipment in the Premises and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, that such 60-day period shall not begin until regulatory approval is obtained under Article II. If the LSP fails to do so, these terms of the Appendix are terminated except that the LSP shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, the LSP's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, LSP shall pay to SWBT a charge of _____ Dollars (\$_____) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the LSP.

4.3 Preparation Charge. The one-time charge for preparing the Premises for use by the

LSP is estimated to be _____ Dollars (\$XXX.XX) ("Preparation Charge"), of which _____ Dollars (\$XXX.XX) is the estimate for subcontractor charges ("Subcontractor Charges").

4.4 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until the LSP pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any custom work required to create or vacate any entrance facility for the LSP. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Preparation Charge and any custom work charges are due upon completion and prior to occupancy by the LSP.

4.5 Occupancy Conditioned on Payment. SWBT shall not permit the LSP to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any custom work charges.

4.6 Subcontractor Charges. Within ____ (XX) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to the LSP or, alternatively, any amount below such Charges will be remitted to the LSP.

4.7 Breach Prior to Commencement Date. In the event that the LSP materially breaches these terms by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under Sections 4.4 and 4.6, then in addition to any other remedies that SWBT might have, the LSP shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

4.8 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

[INSERT HERE]

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. The LSP shall use a single mode dielectric fiber optic cable as a transmission medium to the Premises. The LSP shall be permitted no more than two (2) entrance routes into the Building, if available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between the LSP's network and SWBT's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. SWBT anticipates that the demarcation point (and the NIP for purposes of Appendix DCO) will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. Subject to 7.6 below, The Premises are to be used by the LSP for purposes of locating equipment and facilities within SWBT's central offices to connect with SWBT services only. Consistent with the nature of the Building and the environment of the Premises, the LSP shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by the LSP shall be permitted on the Building or on the grounds surrounding the Building.

7.2 Equipment List. A list of all of the LSP's equipment and facilities that will be placed within the Premises is set forth on Exhibit ___, attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The LSP warrants and represents that Exhibit ___ is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The LSP shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit ___ without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the LSP desires to place in the Premises any equipment or facilities not set forth on Exhibit ___, the LSP shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both parties of a final list and description, including any applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.2.2 Limitations. The foregoing imposes no obligation upon SWBT to purchase

additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

7.3 Administrative Uses. The LSP may use the Premises for placement of equipment and facilities only. The LSP's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the LSP's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. The LSP agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the LSP shall surrender the Premises to SWBT, in the same condition as when first occupied by the LSP, ordinary wear and tear excepted.

7.4 Threat to Network or Facilities. LSP equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Building, are strictly prohibited.

7.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

7.6 Interconnection to Others. The LSP shall not be permitted to directly connect to other LSPs' facilities and/or services within the Building until such time as the FCC Order in Docket 96-98 is final and effective.

7.7 Personalty and its Removal. Subject to this Article, the LSP may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the LSP in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personalty and may be removed by LSP at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by LSP at its expense.

7.8 Alterations. In no case shall the LSP or any person purporting to be acting through or on behalf of the LSP make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement,

addition, repair, or other alteration requested by the LSP, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by LSP in accordance with SWBT's then-standard custom work order process.

ARTICLE VIII - STANDARDS

8.1 Minimum Standards. This Agreement and the physical collocation provided hereunder is made available subject to and in accordance with the (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Technical Publication for Physical Collocation dated _____, 1996, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The LSP shall strictly observe and abide by each.

8.2 Revisions. Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

8.3 Compliance Certification. The LSP warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit _____. The LSP also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. **DISCLOSURE OF ANY NON-COMPLIANT ITEM ON EXHIBIT ___, PURSUANT TO SECTION 7.2.1, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.**

ARTICLE IX - RESPONSIBILITIES OF THE LSP

9.1 Contact Number. The LSP is responsible for providing to SWBT personnel a contact number for LSP technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.

9.2 Trouble Status Reports. The LSP is responsible for providing trouble report status when requested by SWBT.

9.3 Optical Fiber Extension. The LSP is responsible for bringing its fiber optic cable to the wire center entrance manhole(s) designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the LSP-provided cable through the cable vault to the Premises.

9.4 Regeneration. Regeneration of either DS1 or DS3 signal levels may be provided by the LSP, or SWBT under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment.

9.5 Removal. The LSP is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If the LSP fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the LSP for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, the LSP shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

9.6 LSP's Equipment and Facilities. The LSP is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by the LSP in the Premises. The LSP will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises:

- (a) its fiber optic cable(s);
- (b) its equipment;
- (c) required point of termination cross connects;
- (d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and
- (e) the connection cable and associated equipment which may be required within the Premises to the point(s) of termination.

SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.7 Verbal Notifications Required. The LSP is responsible for immediate verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

9.8 Service Coordination. The LSP is responsible for coordinating with SWBT to ensure that services are installed in accordance with the service request.

9.9 Testing. The LSP is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an LSP-provided facility or piece of equipment. If SWBT testing is also required, it will be provided at charges specified in SWBT's F.C.C. No. 73, Section 13.

ARTICLE X - QUIET ENJOYMENT

Subject to the other provisions hereof, SWBT covenants that it has full right and authority to permit the use of the Premises by the LSP and that, so long as the LSP performs all of its obligations herein, the LSP may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE XI - SHARING

The LSP shall not permit another LSP or other interconnecting entity to jointly occupy the Premises.

ARTICLE XII - CASUALTY LOSS

- 12.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and
- (i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or
 - (ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while LSP was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the LSP within thirty (30) days following such occurrence) terminate as of the date of such damage for the Premises so affected.

Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the LSP and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the LSP or by SWBT on request of the LSP; or any fixture or other equipment installed in the Premises by the LSP or by SWBT on request of the LSP.

12.2. Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate these terms as to the Premises in that Building by giving the LSP ten (10) days prior written notice within thirty (30) days

following the date of such occurrence, if at all possible.

ARTICLE XIII - RE-ENTRY

In addition to the provisions for default in the Agreement, if the LSP shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the LSP is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel the LSP and any claiming under the LSP, remove the LSP's property, forcibly if necessary, and thereupon this Agreement shall terminate as to the Premises so repossessed, without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the LSP at any time thereafter.

ARTICLE XIV - LIMITATION OF LIABILITY

14.1 Limitation. In addition to the provisions on Limitations of Liability in the Agreement, when the LSP is provided service under this Appendix, SWBT shall be indemnified, defended and held harmless by the LSP against any claim, loss or damage arising from the end users's use of services offered under this Appendix, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end users's acts combining or using the service furnished by SWBT in connection with facilities or equipment furnished by the end user; or
- (3) All other claims arising in connection with any act or omission of the LSP in the course of using services provided pursuant to this Agreement.

14.2 Third Parties. The LSP acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of LSPs; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the LSP's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The LSP shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other.

ARTICLE XV - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the LSP agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with LSP's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the LSP (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XVI - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

16.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day, 365 days a year. The LSP shall be permitted to have a single-line business telephone service for the Premises subject to applicable SWBT tariffs.

16.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the LSP's equipment, in the same manner that it provides such support items for its own equipment within that wire center.

16.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the LSP to access the Premises.

16.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Premises.

ARTICLE XVII - SUCCESSORS BOUND

Without limiting Article XI hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the LSP and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XVIII - CONFLICT OF INTEREST

The LSP represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the LSP, or any of the LSP's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE IX - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XX - COMPLIANCE WITH LAWS

The LSP and all persons acting through or on behalf of the LSP shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. The LSP further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit ____ and incorporated herein, as may be modified from time to time.

ARTICLE XXI - OSHA STATEMENT

The LSP, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the LSP has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the LSP's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXII - INSURANCE

22.1 Coverage Requirements. The LSP shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the

jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

- (1) Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- (2) If use of an automobile is required or if the LSP is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The LSP hereby waives any rights of recovery against SWBT for damage to the LSP's vehicles while on the grounds of the Building and the LSP will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the LSP's employees, contractors, invitees, licensees or agents.
- (3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the space is to be provided.
- (4) Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- (5) Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- (6) All Risk Property coverage on a full replacement cost basis insuring all of the LSP's personal property situated on or within the Building or the Premises. The LSP releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to LSP or located on or in the space at the instance of the LSP by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on the LSP's fixtures and other personal property shall contain a waiver of subrogation

against SWBT, and any rights of the LSP against SWBT for damage to the LSP's fixtures or personal property are hereby waived.

The LSP may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

22.2 Coverage Increases. The limits set forth in Section 24.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

22.3 Primary Coverage. All policies purchased by the LSP shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the LSP's facilities or equipment remain within the Premises or the Building. If the LSP fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the LSP.

22.5 Supporting Documentation. The LSP shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The LSP shall arrange for SWBT to receive thirty (30) days advance written notice from the LSP's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.6 Carrier Recommendations. The LSP must also conform to the recommendation(s) made by SWBT's Property Insurance Company which LSP has already agreed to or to such recommendations as it shall hereafter agree to.

22.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXIII - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the LSP or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXIV - PURPOSE AND SCOPE OF AGREEMENT

Through this Agreement, the LSP is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network only. The parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of LSP equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXV - MISCELLANEOUS

25.1 Exhibits The following Exhibits are attached hereto and made part hereof:

25.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

25.3 Joint and Several. If LSP constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

25.4 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the LSP is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the LSP hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with the LSP or any of its affiliates for any additional space or physical collocation.

25.5 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Appendix.

25.6 Construction. This Appendix shall be interpreted and governed without regard to which party drafted this Appendix.

25.7 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise

or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

25.8 Binding Effect. (a) This Appendix is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Appendix shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

25.9 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder..

ATTACHMENT A

Southwestern Bell Telephone Company
[Address and to the attention of per notice provision]

Re: [Reference Identifier on Cover Sheet]

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<u>Generic Name</u>	<u># of Bays</u>	<u>Floor Loading</u>	<u>Power Req.</u>	<u>Heat Release</u>
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If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

Brooks Fiber Communications

By: _____

Title: _____

Name: _____

AGREED AND ACCEPTED:

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

By: _____

Title: _____

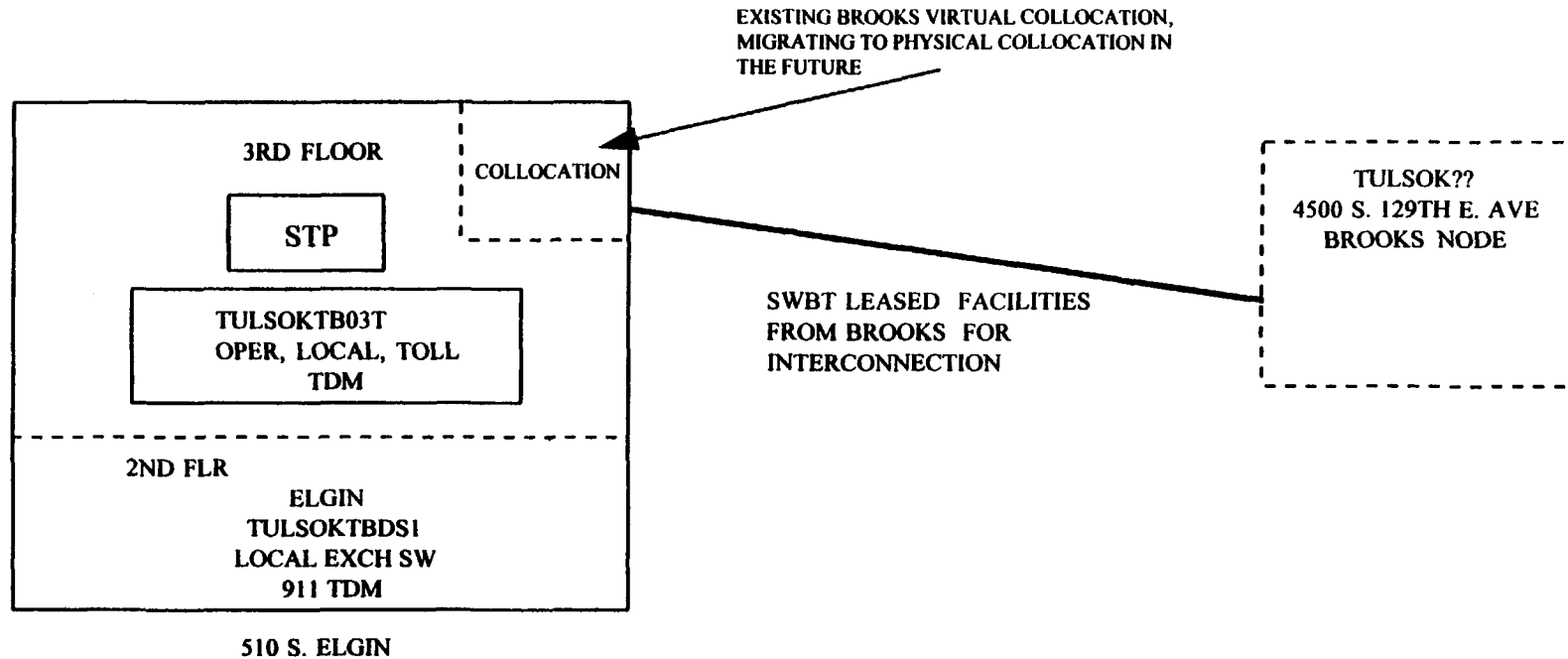
Name: _____

Date: _____

BROOKS/SWBT INTERCONNECTION ARCHITECTURE

TULSA METRO AREA

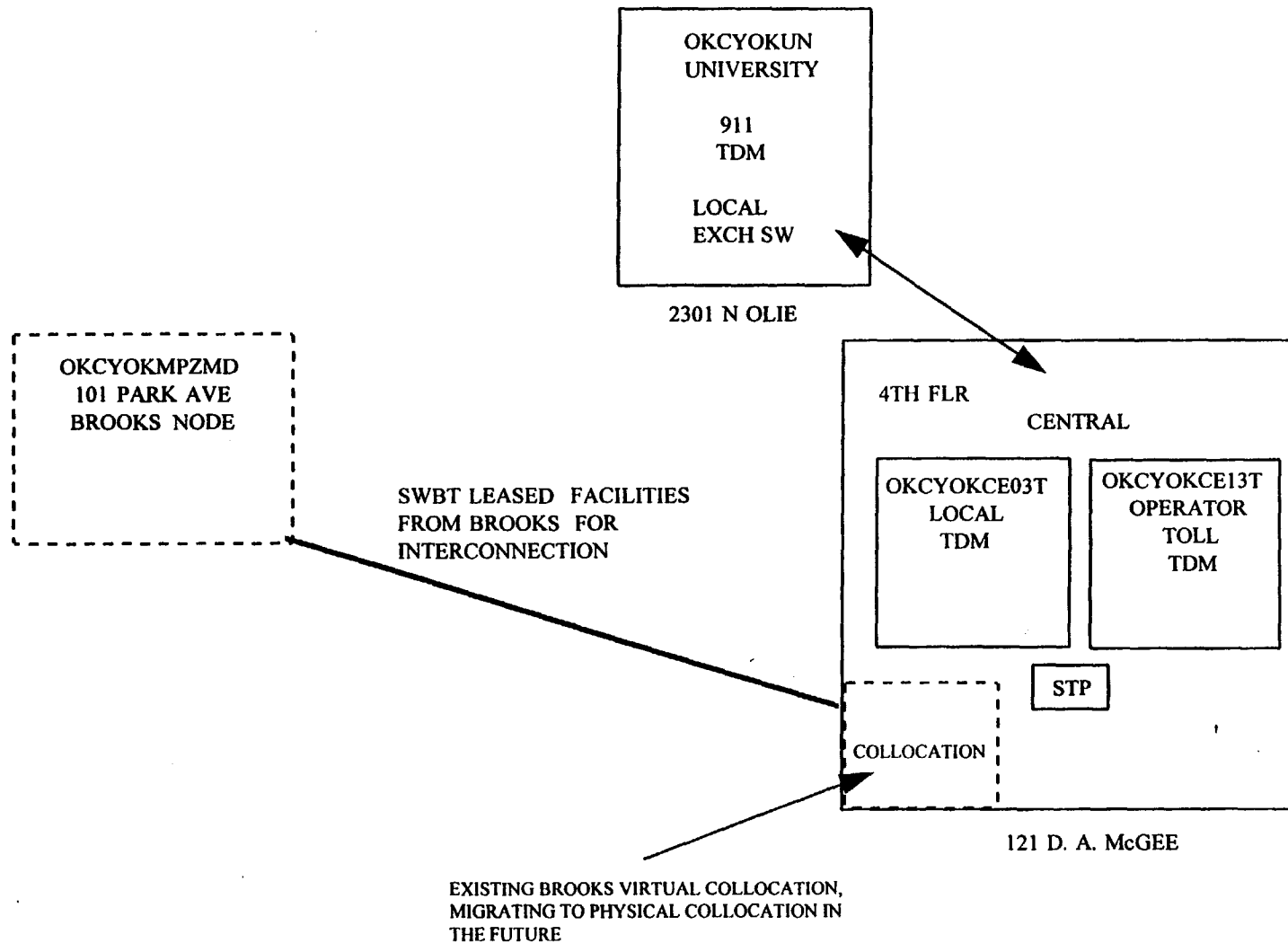
Network Diagram



BROOKS/SWBT INTERCONNECTION ARCHITECTURE

OKC METRO AREA

Network Diagram



INTERCONNECTION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

DOBSON WIRELESS, INC.

289

DS 13

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

JOINT APPLICATION OF SOUTHWESTERN BELL)
TELEPHONE COMPANY AND DOBSON) CAUSE NO. PUD 960000814 *file*
WIRELESS, INC. FOR APPROVAL OF)
RESALE AGREEMENT PURSUANT TO §252(e) OF) ORDER NO. 408123
THE TELECOMMUNICATIONS ACT OF 1996)

HEARING: November 26, 1996, before Robert E. Goldfield, Administrative Law Judge

APPEARANCES: Ron Comingdeer and Kathy Kunc, Attorneys
Dobson Wireless, Inc.
Kendall W. Parrish, Attorney
Southwestern Bell Telephone Company
John W. Gray, Senior Assistant General Counsel
Public Utility Division, Oklahoma Corporation Commission
Rick Chamberlain and Mickey S. Moon, Assistants
Office of the Attorney General, State of Oklahoma

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

The Corporation Commission ("Commission") of the State of Oklahoma being regularly in session and the undersigned Commissioners being present and participating, there comes on for consideration and action the Joint Application of Dobson Wireless, Inc. ("Dobson") and Southwestern Bell Telephone Company ("SWBT") requesting the Commission to approve an interconnection agreement reached by negotiation of the parties.

The parties' application was filed in this case on October 16, 1996. Attached to the application was an interconnection agreement executed between the parties on October 9 and October 10, 1996. The interconnection agreement resulted from negotiations between the parties pursuant to the federal Telecommunications Act of 1996 ("the Act") and the Commission's local competition rules, OAC 165:55-17-1, et seq.